

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT S.D.N.Y.

★ DEC 27 2019 ★

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

LONG ISLAND OFFICE

SERENA ANTOINETTE MAY

*Amendment*

Complaint for a Civil Case

Case No. \_\_\_\_\_

(to be filled in by the Clerk's Office)

Jury Trial: ☒ Yes ☐ No  
(check one)

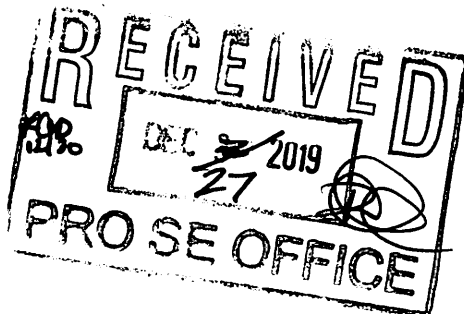
(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

RACHEL GAIL PACKER  
CHRISTOPHER PAUL SPINA  
RALPH RUSSO, KENNETH J. FLICKINGER

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

ALAN SMILKUM,  
DARRELL JOESPH  
MARGOLIN AND WEINREB graf  
CITY MARSHALL  
EDWARD F. GUIDA JR  
LANCE MARGOLINE



RECEIVED

DEC 27 2019

EDNY PRO SE OFFICE

RECEIVED

NOV 14 2019

EDNY PRO SE OFFICE

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>SERENA Antoinette May</u>
Street Address	<u>167 38 109rd</u>
City and County	<u>JAMAICA NY 114</u>
State and Zip Code	<u>New York 11433</u>
Telephone Number	<u>917 371-6099</u>
E-mail Address	<u>rees money@gmail.com</u>

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

**Defendant No. 1**

Name	<u>Rachel G Packer</u>
Job or Title (if known)	<u>UNKNOWN</u>
Street Address	<u>270 Davidson Ave</u>
City and County	<u>Somerset N</u>
State and Zip Code	<u>New Jersey 08873</u>
Telephone Number	<u>267-908-9800</u>
E-mail Address (if known)	<u>UNKNOWN</u>

**Defendant No. 2**

Name	<u>Kenneth J. Flickinger</u>
Job or Title (if known)	<u>UNKNOWN</u>
Street Address	<u>10 BANK Street</u>
City and County	<u>White Plains NY</u>

5. LANCE MARGLINE  
165 EILEEN WAY  
SYOSSET NY 11791

State and Zip Code

New York 10606

Telephone Number

914-949-2909

E-mail Address

UNKNOWN

(if known)

Defendant No. 3

6. MARGOLIN WEINREB  
Group  
165 EILEEN WAY  
SYOSSET NY 11791

Name

RALPH RUSSO

Job or Title

UNKNOWN

(if known)

Street Address

7 Dempsey

City and County

EASTCHESTER N

State and Zip Code

New York 10709

Telephone Number

UNKNOWN

E-mail Address

(if known)

8. APRILANNE AGOSTINO  
45 MONROE PL  
BROOKLYN NY

Defendant No. 4

Name

CHRISTOPHER PAUL SPINA

Job or Title

UNKNOWN

(if known)

Street Address

165 MARKET STREET

City and County

PHILADELPHIA

State and Zip Code

P.A. 19103

Telephone Number

267-908-9865

E-mail Address

UNKNOWN

(if known)

9. ALAN SMIKUN  
165 EILEEN WAY  
SYOSSET N.Y. 11791

10. EDWARD F GUIDIA JR  
#14 47-26-104 ST  
CORONA NY 11368

## II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

US BANK

Amendment

CONTINUE <sup>#</sup>4

CASE 1-19-CV-06519-KAM

4(A) 18 USC 225 (2007)  
18 USC 225 (A) (B)

Section 215, 656, 657, 1005, 1006, 1007, 1014,  
1032, 1344 - US V McLEAN 131 F Appx 34, (4th Cir 2005)  
PASQUANTINO V US 125 S.Ct 1766, 2005 (NO 03-725)

FFP Foreclosure FRAUD FOR profit

Identity theft, MARSHALL HAS NO Jurisdiction over  
Foreclosure in Supreme court only Sheriff

FRAUD, conspiracy FRAUD in the FACTUM

FRAUD on the COURT BY Clerk of COURT

SERENA MAY UCC 1308

167 38 109rd

JAMAICA NY 11433

917 371 6099

What is the basis for federal court jurisdiction? (check all that apply)

- ☒ Federal question ☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

28 USC 1331, section 7201, 7206  
 FALSE CLAIMS ACT, U.S.C. 104, 18 USC 1348  
 U.S.C. 18-20, 18 USC 1014, 18 USC 1348, 18 USC 1956  
 18 USC 1957, USC 3729, 34 USC 3730, 31 USC 3731 (b) 31 USC 3732  
 34 USC 3733

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

**1. The Plaintiff(s)**

**a. If the plaintiff is an individual**

The plaintiff, (name) SERENA MAY, is a citizen of  
 the State of (name) NEW YORK U.S.

**b. If the plaintiff is a corporation**

The plaintiff, (name) \_\_\_\_\_, is incorporated  
 under the laws of the State of (name) \_\_\_\_\_,  
 and has its principal place of business in the State of (name) \_\_\_\_\_.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

**2. The Defendant(s)**

**a. If the defendant is an individual**

The defendant, (name) \_\_\_\_\_, is a citizen of  
 the State of (name) \_\_\_\_\_. Or is a citizen of  
 (foreign nation) \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under the laws of the State of (name) \_\_\_\_\_, and has its principal place of business in the State of (name) \_\_\_\_\_. Or is incorporated under the laws of (foreign nation) \_\_\_\_\_, and has its principal place of business in (name) \_\_\_\_\_:

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

750,000 ~~for~~ Defendants sold my home, after I won the foreclosure trial. Defendants don't have jurisdiction, or a note or an investor.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

FRAUD ENFORCEMENT AND RECOVERY ACT 2009  
defendant(s) placed my name address on a foreclosure court document, index 10623/2012 Queens County, After defendants lost case, they filed a Judgment and sold my home, After the memorandum Report After trial was in FAVOR of SERENA MAY, Plaintiff defendants had me arrested, kidnapped: the title company has no license or registration. They took out mortgage with my permission.

#### IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

I want my home returned to my name my  
marketable title, I want 790,000 + 20% interest  
I would like for defendants to be arrested.  
Restraining order so these defendants can stop  
harassing me. I want my home title returned unused.

#### V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

##### A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: Nov 14, 2019 rec 1308

Signature of Plaintiff

Printed Name of Plaintiff

Serenas May  
SERENA A. MAY



## **Certification**

**STATE OF NEW YORK, COUNTY OF QUEENS, SS:**

**I, Audrey I. Pheffer, County Clerk and Clerk of Supreme Court Queens County,**

**do hereby certify that on December 26, 2019 I have compared**

**the document attached hereto,**

**10623/2012 PAPER FILED MEMORANDUM REPORT AFTER TRIAL filed 9/29/2015  
page(s) 1-10.**

**with the originals filed in my office and the same is a correct transcript**

**therefrom and of the whole of such original in witness**

**whereto I have affixed my signature and seal.**

A handwritten signature in black ink, reading "Audrey I. Pheffer". The signature is written in a cursive, flowing style.

**AUDREY I. PHEFFER  
QUEENS COUNTY CLERK**



**FILED****SEP 29 2015****COUNTY CLERK  
QUEENS COUNTY**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE HOLDERS OF THE FIRST  
FRANKLIN MORTGAGE LOAN TRUST  
MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2005-FF10,

Plaintiff,

Index No. 10623/2012

-against-

MEMORANDUM REPORT  
AFTER TRIAL

SERENA A. MAY a/k/a SERENA MAY,  
ENVIRONMENTAL CONTROL BOARD,  
"JOHN DOE #1-10" AND "JANE DOE #1-10",  
the names John Doe and Jane Doe being  
fictitious, their identities being unknown to the  
Plaintiffs, it being the intention of Plaintiff to  
designate any and all unknown persons, including,  
but not limited to the tenants, occupants, corporations,  
and judgment creditors, if any, holding or claiming  
some rights, title, interest or lien in or to the  
mortgaged premises herein,

BY: TRACY CATAPANO-FOX  
COURT ATTORNEY  
REFEREE

DATED: SEPTEMBER 11, 2015

Defendants.

-----X  
  
By order of the Honorable Martin Schulman, this matter was referred to me to hear and report  
all issues. I hereby make the following findings of essential fact which I deem established by the  
evidence and reach the following conclusions of law, for the review and determination of assigned  
Justice Oren Kitzes.

Plaintiff commenced this action on May 18, 2012, for a judgment of foreclosure and sale due  
to defendant's default on a residential home mortgage and note for the property located at 167-38

109<sup>th</sup> Road, Jamaica, NY. The trial was held on April 13, 2015 and May 18, 2015, after which I render the following report.

### Findings of Fact

Plaintiff presented one witness, Gabriel Ruzzi, during trial. Mr. Ruzzi testified that he has been a bankruptcy and foreclosure specialist for Select Portfolio Servicing (hereinafter referred to as "SPS") for three and one-half years. Mr. Ruzzi stated that SPS is plaintiff's servicing company and attorney-in-fact, and presented a power of attorney dated October 17, 2008, admitted into evidence, from plaintiff to SPS. The power of attorney authorizes SPS to service the loan and represent the trust, and was recorded on July 28, 2010. Mr. Ruzzi presented the original note between defendant and First Franklin, A Division of Nat. City Bank of In., dated August 17, 2005, in the amount of \$304,000, on the residential property located at 167-38 109<sup>th</sup> Road, Jamaica, NY 11433. The terms of the note set forth a 7% adjustable interest rate for a 30-year term, with a 3 year interest only period. Mr. Ruzzi also presented the mortgage on the above mentioned property, recorded with the NYC Department of Finance, Office of the City Register on September 15, 2005. The mortgage was between defendant and First Franklin, signed by defendant on August 17, 2005, and notarized before recording.<sup>1</sup> Mr. Ruzzi testified that defendant's loan is in default, and that there have been no payments made by defendant to plaintiff. Mr. Ruzzi presented a screen shot of SPS's file that demonstrates the loan is in default. Mr. Ruzzi then presented the notice of default dated July 26, 2011, and the 90-day notice dated May 26, 2011, both of which were sent to defendant by SPS,

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<sup>1</sup>It is noted that during the trial, plaintiff presented a copy of the mortgage for admission as plaintiff's exhibit #3 for identification only. However, plaintiff subsequently presented the original mortgage documents which were admitted into evidence as plaintiff's exhibit #7.

and testified as to the mailing practices of SPS that resulted in these notices being mailed to defendant.

Defendant presented her own testimony as evidence during trial.<sup>2</sup> Defendant testified that she had a mortgage with Bank of America on the above-mentioned property in the amount of \$304,000. She presented a letter from Bank of America, dated August 2, 2011, stating that effective October 1, 2008, the loan with account number 23511736, on the above-mentioned property, was paid in full. However, defendant presented no evidence that she possessed a loan on the above property with Bank of America, other than the letter. Defendant stated that she began receiving calls from SPS seeking payment of the mortgage, but she had no knowledge nor received any documents from SPS indicating that they were servicing her home loan. Defendant contacted Bank of America, who suggested she seek a validation of debt from SPS to support its claim. Defendant repeatedly requested the validation of debt, but did not receive it from SPS. Instead, SPS sent her a letter stating that it was looking into her request and would respond to her issues. However, defendant received no response and no confirmation that SPS was authorized to collect on a mortgage. Defendant also presented a wire transfer from the law firm of Lowenthal and Kaufman to Bank of America in the amount of \$305,000, which referenced defendant's name and the date of transfer of

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<sup>2</sup>Defendant sought an adjournment in order to obtain subpoenas for witnesses to testify from plaintiff's prior law firm and from the U.S. Securities and Exchange Commission. No other witnesses were called, but defendant obtained a judicial subpoena calling for plaintiff's trial counsel Kenneth Flickinger to testify. At one point, defendant sought the testimony of attorney Lowenthal, who defendant alleged improperly transferred funds by wire, but Mr. Lowenthal did not appear in court. Plaintiff's counsel moved to quash the subpoena for his testimony, arguing that he is not a fact witness and was not given an opportunity to argue against the issuance of the subpoena. Defendant failed to present sufficient grounds to warrant Mr. Flickinger to be called as a witness, and at some point in the trial, there appears to be confusion with regard to the discussion of Mr. Lowenthal or Mr. Flickinger. However, the referee clearly intended to state that Mr. Flickinger would not have to testify and granted plaintiff's motion to quash.

funds as August 22, 2005. Defendant stated that she is not familiar with Mr. Lowenthal and did not authorize a wire transfer. Defendant also testified that plaintiff's subsequent law firm mailed documents to her by US Postal Services, but that the package was stolen and removed by Federal Express. She further stated that she contacted a title company, who performed a search on her property but did not find any liens or loans on the above property. Finally, defendant presented for admission into evidence a pooling and servicing agreement dated October 1, 2005, from the U.S. Securities and Exchange Commission, titled First Franklin Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2005-FF10. Defendant alleges that her loan was bought and incorporated into this pooling and servicing agreement, as indicated in the caption of this case under plaintiff's name. Defendant testified that she is unfamiliar with SPS or US Bank, and never had a loan with either of them. She maintained that her sole mortgage on the property was with Bank of America, and that said loan was paid off according to Bank of America. She stated that she made numerous attempts to obtain a validation of debt from plaintiff and SPS, but to no avail.

While they were not admitted into evidence, the referee takes notice that the pleadings were filed with the County Clerk's Office, and there were three substantive court orders in this matter. By court order dated May 17, 2013, the case was released from the foreclosure settlement conference part, because defendant indicated her intent to litigate this matter. By court order of the Honorable Oren Kitzes, dated May 14, 2014, defendant's motion to dismiss for lack of standing was denied, and Judge Kitzes determined that plaintiff proved it was the holder of the note endorsed in blank. Finally, by court order of Judge Kitzes dated February 25, 2015, defendant's motion for sanctions and contempt was denied and discovery was closed.

Upon the conclusion of evidence, defendant moved to dismiss plaintiff's Complaint for lack

of standing and fraud upon the court, as well as conspiracy, tampering with the transcript, fraud in the factum, mail fraud and wire fraud. Defendant objected to the trial being heard by a referee rather than a Supreme Court justice. Defendant alleges fraud on the court because she argues that MERS cannot file foreclosure cases in New York, and that there is no proof the note in question was transferred to SPS or assigned by Fannie Mae. Defendant also argues that the July 28, 2010, power of attorney from US Bank to SPS is illegal because the originator is no longer in business. Further, defendant argues that plaintiff's witness Mr. Ruzzi's testimony should be stricken, because he had no license as a bankruptcy or foreclosure specialist and that he did not work for SPS when the note was originated. Defendant argues that her home loan was held by Bank of America, who notified her by letter dated August 2, 2011, that the loan was paid in full. Defendant does not claim that she paid the loan in full, but that Bank of America declared the loan satisfied, and therefore any claim by plaintiff is fake and fraudulent. Defendant argues that all of the mortgage recordings in the NYC Department of Finance Register's Office are fake and fraudulent. She repeatedly asked plaintiff for a validation of debt, which plaintiff refused to provide. Plaintiff's wire funding sheet which transferred \$305,000 is improper, as it was made without defendant's consent. Further, defendant argues that the pooling and servicing agreement does not allow plaintiff as trustee to foreclose on the note. She states that the pooling and servicing agreement converted the loan from UCC 9 to UCC 3, then former Secretary of the Treasury Hank Paulson converted it to UCC 9, and based upon Article 2 and 8 of the pooling and servicing agreement, the investors gave up all rights to foreclose on the included mortgages in order to collect dividends on the investment. Finally, defendant argues that she should have been permitted to call Steven Lowenthal, who improperly transferred funds by wire in her name. She also argues that she should have been able to question plaintiff's trial counsel

Kenneth Flickinger, as she obtained a subpoena from the Honorable Jeremy S. Weinstein seeking his appearance. Based upon the above, defendant argues this matter should be dismissed.

Plaintiff opposed defendant's motion and seeks a judgment in its favor, striking defendant's Answer and for a referee to be appointed to compute. Plaintiff argued that the issue of standing was previously determined in plaintiff's favor by court order of the Honorable Oren Kitzes, dated May 14, 2014, and therefore defendant cannot reargue plaintiff's standing to proceed. Defendant never presented proof of her requests for validation of the debt, only a letter from plaintiff purportedly responding to issues presented by defendant at some unknown date. Plaintiff also argues it that met its burden of proving defendant defaulted on her mortgage, and that plaintiff provided all applicable notices to defendant before seeking a judgment of foreclosure. Plaintiff finally argues that defendant failed to prove the loan was satisfied, as the letter from Bank of America does not reference the specific loan, agreement, or amount in dispute. Plaintiff also is not required to validate the debt, and defendant's documentary evidence does not prove the note and mortgage were canceled upon securitization. Finally, plaintiff seeks a contempt hearing to address the unprofessional communications made by defendant to plaintiff prior to the first day of trial by telephone. Therefore, plaintiff argues that defendant's motion to dismiss should be denied and plaintiff is entitled to a judgment in its favor.

#### Conclusions of Law

For plaintiff to present a prima facie proof of entitlement to judgment as a matter of law, it must present the mortgage and unpaid note, and evidence of defendant's default. (*See Loancare v. Firshing*, 2015 NY Slip Op. 06118 [2<sup>nd</sup> Dept. 7/15/2015].) A plaintiff may demonstrate that it is the

holder or assignee of the note by showing either a written assignment of the note or the physical delivery of the note. (*HSBC Bank USA, N.A. v. Roumiantseva*, 2015 NY Slip Op. 06315 [2<sup>nd</sup> Dept. 7/29/2015].) Physical delivery of the note to the plaintiff by its owner prior to the commencement of the action may, in some circumstances, be sufficient to transfer the mortgage obligation and create standing to foreclose. (*Aurora Loan Servs, LLC v. Taylor*, 25 NY3d 355 [2015].) However, transfer of the mortgage without the debt is a nullity, and no interest is acquired by it because the mortgage is merely security for the debt or obligation and cannot exist independently of the debt or obligation. (*See id.*; *Bank of N.Y. v. Silverberg*, 86 AD3d 274 [2<sup>nd</sup> Dept. 2011].)

The facts of this case are very similar to that in *Aurora v. Taylor*, *supra*. In that case, Deutsche Bank was the trustee of a pooling and servicing agreement, of which the defendant Taylors' loan was included. Deutsche Bank gave Aurora a limited power of attorney to execute documents related to loan modification and foreclosure. As trustee, Deutsche Bank became the owner of the note through an allonge indorsing the note to Deutsche Bank, in accordance with the pooling and servicing agreement. The allonge showed the chain of ownership from the originating mortgagee through indorsements ultimately leading to Deutsche Bank. However, defendants argued that plaintiff did not have proper standing to commence the foreclosure action.

The Court of Appeals in *Taylor* found that Aurora had standing to foreclose because it presented the pooling and servicing agreement authorizing Deutsche Bank as the lawful owner of the note, and the limited power of attorney from Deutsche Bank as trustee authorizing Aurora to foreclose on the trust's behalf. Further, Aurora presented an affidavit from someone with personal knowledge stating the date in which it took possession of the note, and affirmed it was prior to the commencement of the action. For those reasons, the Court affirmed the determination that plaintiff



had standing to foreclose.

These facts differ sharply from those presented in the current matter. At trial, plaintiff submitted a power of attorney authorizing SPS to act as attorney-in-fact for US Bank. However, plaintiff never presented testimony or documentary evidence to support its claim that it was in possession of the note prior to the commencement of the action. (*See Flagstar Bank, FSB v. Anderson*, 129 AD3d 665 [2<sup>nd</sup> Dept. 6/3/2015].) While Mr. Ruzzi testified that SPS was in possession of the original note signed by defendant, he failed to provide any testimony as to when or how said note came into SPS' possession. He also failed to delineate the chain of title of the note from First Franklin to US Bank, and ultimately SPS. Further, while the power of attorney references the authority provided to SPS in accordance with the pooling and servicing agreement, Mr. Ruzzi testified he had no knowledge of this agreement and could not explain its relevance to this action.

Now, plaintiff may argue that the issue of standing had been resolved by a prior court order issued by Judge Kitizes, and therefore it did not have to establish its legal authority to foreclose. However, Judge Kitizes merely determined that plaintiff possessed the note at the commencement of the action, based upon the paperwork submitted in opposition to defendant's motion to dismiss. Plaintiff did not make a summary judgment motion nor did it seek an order of reference, asking for a determination by the court that it had prima facie proof of entitlement to judgment. Judge Kitizes' decision did not determine as a matter of law whether plaintiff satisfied its burden of proof for judgment. In this matter, while plaintiff was able to admit into evidence the original note and mortgage, it did not provide any testimony or evidence to explain how the loan transferred from the original mortgagee to US Bank. It also failed to present testimony to demonstrate that defendant's loan was subject to the pooling and servicing agreement, which Mr. Ruzzi had no knowledge of, yet

is clearly indicated in the caption as the plaintiff in this matter for whom he testified.

It is also noted that attached to plaintiff's Summons and Complaint were exhibits that included assignments of the mortgage from First Franklin to First Franklin Financial Corporation, and then from First Franklin Financial Corporation to US Bank National Association, as trustee. Defendant repeatedly and vociferously denied obtaining a loan through plaintiff, and insisted her loan was with Bank of America. While she failed to present any evidence that her mortgage was held by Bank of America, the letter provided from Bank of America raised a sufficient defense that warranted plaintiff's presenting evidence that it was the proper holder of the note and mortgage. However, there were no assignments admitted during trial or incorporated into the pleadings that assigned the note from First Franklin to either First Franklin Financial Corporation or US Bank National Association. Without competent, admissible proof that the note was assigned, mere possession of the original note is insufficient to meet plaintiff's prima facie burden of proof at trial.

Further, while the notice of pendency states that the original mortgage was assigned by First Franklin to First Franklin Financial Corporation on December 2, 2005, and recorded on June 6, 2006, the assignment of mortgage was not presented during the trial or admitted into evidence. Further, the notice of pendency states that the mortgage was further assigned from First Franklin Financial Corporation to US Bank National Association, as trustees for the holder of the First Franklin Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2005-FF10, on November 14, 2011, and recorded on January 26, 2012. However, these assignments of mortgage were not presented during the trial or admitted into evidence. Even assuming they were properly admitted as part of the notice of pendency and Complaint, it is the note, and not the mortgage, that is the dispositive instrument that conveys standing to foreclosure under New York law. (*See Taylor*, 25

NY3d at 361-362; *Deutsche Bank Nat'l Trust Co. v. Monica*, 2015 NY Slip Op. 06453 [3<sup>rd</sup> Dept. 8/6/2015].) Mr. Ruzzi never testified about the chain of assignments that occurred in this matter, but instead presented the original note and mortgage without explanation. Controlling case law clearly states that it is insufficient to merely present the original note and mortgage if plaintiff is not the originator of said note and mortgage. Rather, plaintiff must present competent, admissible evidence of the chain of title that led to plaintiff's receipt of the original note and mortgage. It is not enough to merely hold the note and mortgage, without proof of the succession of actions that resulted in plaintiff's status as holder.

Without submission of the assignments into evidence and testimony from someone with personal knowledge of the matter to explain the chain of title of note and mortgage in this matter, this Court determines that plaintiff did not sustain its burden to demonstrate that it properly holds the note and mortgage under the applicable law. Therefore, based upon plaintiff's failure to meet its burden of proof at trial, plaintiff's action is dismissed.

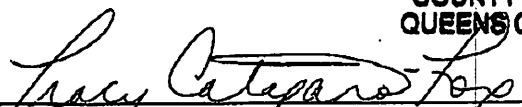
This constitutes the report of the referee, for review and determination by assigned Justice Kitzes.

Dated: September 11, 2015

**FILED**

**SEP 29 2015**

**COUNTY CLERK  
QUEENS COUNTY**

  
Tracy Catapano-Fox, Esq.  
Court Attorney-Referee

WAS granted  
Unlimited State

**FEE EXEMPT**

Supreme Court of the State of New York  
Appellate Division: Second Judicial Department

U.S. Bank National Association, AS  
TRUSTEE for the holder of the First  
Franklin mortgage loan trust  
PASS through Certified Savings Bonds  
FFIO

ORDER TO SHOW CAUSE

Appellate Division Docket No.

2019-07124

SERENA MAY, etc. Defendant-Appellant.

Upon the annexed affidavit of SERENA MAY, dated 7/1/2019,  
2019, and the papers annexed thereto,

LET the Plaintiff-Respondent

SHOW CAUSE BEFORE THIS

COURT, at the courthouse thereof, located at 45 Monroe Place, Brooklyn, New York, 11201, on  
the 29th day of JULY, 2019 at 10:00 o'clock in the forenoon of that date or as  
soon thereafter as counsel may be heard, why an order should not be made and entered:

1. WAIVER of filing fees.
2. Permission to perfect the appeal on the original papers  
A "stay until appeal is heard"
3. Granting such other and further relief as to the court may seem just and equitable.  
ASKING this court for a stay, FROM A EVICTION, until appeal is over  
SUFFICIENT CAUSE THEREFOR APPEARING, it is

ORDERED that pending the hearing and determination of this motion

~~FOR IMMEDIATE RELIEF, A STAY IN A LANDLORD  
TENANT EVICTION, WHICH WAS WRONG NAME,  
BUT CORRECT ADDRESS, ASKING this court for a stay, and it is further,~~

ORDERED that service of a copy of this order to show cause and the papers upon which it  
was made upon Counsel for the Plaintiff by

personal delivery pursuant to CPLR 2103(b)(1)

office delivery pursuant to CPLR 2103(b)(3)

overnight delivery service pursuant to CPLR 2103(b)(6)

on or before JULY 22, 2019, shall be deemed sufficient service thereof.

Dated: Brooklyn, New York

July 22, 2019

Hector D. LaSalle

Hon. Hector D. LaSalle

Associate Justice

Appellate Division 2nd Dept.

NOTE: On the return date all motions and  
proceedings are deemed submitted. Oral argument  
is not permitted (22 NYCRR 670.5[b]).

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

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RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 12

Document ID: 2005090500127001 Document Date: 08-17-2005 Preparation Date: 09-05-2005

Document Type: MORTGAGE

Document Page Count: 18

PRESENTED BY:  
SKY ABSTRACT CORP.  
P.O. BOX 536  
TALLMAN, NY 10982-0536  
845-371-5200

RETURN TO:  
SKY ABSTRACT CORP.  
P.O. BOX 536  
TALLMAN, NY 10982-0536  
845-371-5200

PROPERTY DATA

Block Lot Unit Address  
101ST 14 Bldg/Lot 167-38 109 ROAD  
CUBENS Property Type: DWELLING ONLY - 1 FAMILY

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or Year \_\_\_\_\_ Real \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

MORTGAGEE/BORROWER:  
SERENA MAY  
167-38 109 ROAD  
JAMAICA, NY 11433

MORTGAGEE/LENDER:  
FIRST FRANKLIN  
2150 NORTH FIRST STREET  
SAN JOSE, CA 95131

Fees and Taxes

Mortgage		Recording Fee \$	127.00
Mortgage Amount	\$ 804,000.00	Assessing Fee \$	0.00
Transfer Mortgage Amount	\$ 804,000.00	NYC Real Property Transfer Tax Filing Fee	
Registration		\$	0.00
TAXES: County (Basic)	\$ 1,520.00	NYC Real Estate Transfer Tax	
City (Additional)	\$ 3,040.00	\$	0.00
Spec (Additional)	\$ 0.00		
TASP	\$ 760.00		
MTC	\$ 112.00		
NYCTA	\$ 0.00		
Additional MTC	\$ 0.00		
TOTAL	\$ 6,292.00		

RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK  
Recorded/Filed 09-15-2005 15:40  
City Register File No. (CRFN)  
2005090516284

*Quetta M. Hill*  
City Register Official Signature

prison  
30 years  
owner  
LEE  
FARKAS

4000453928

EXHIBIT 4



05/21/2012 SUMMONS &amp; VERIFIED COMPLAINT

Page 44 of 60

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006051001520001001ECC6D-

## RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2006051001520001

Document Date: 12-09-2005

Preparation Date: 05-10-2006

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

FIDUCIARY:

SECURITY CONNECTIONS, INC  
1935 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402  
208-528-9895

RETURN TO:

SECURITY CONNECTIONS, INC  
1935 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402  
208-528-9895

## PROPERTY DATA

Borough  
QUEENSBlock Lot  
10187 14

Entire Lot

Unit Address

167-38 109 ROAD

Property Type: DWELLING ONLY - 1 FAMILY

## CROSS REFERENCE DATA

Document ID: 2006050500127061

## PARTIES

ASSIGNOR/OLD LENDER:

FIRST FRANKLIN, A DIVISION OF NATIONAL CITY  
BANK  
OF INDIANA, 2150 NORTH FIRST STREET SUITE 100  
SAN JOSE, CA 95131

ASSIGNEE/NEW LENDER:

FIRST FRANKLIN FINANCIAL CORPORATION  
2150 NORTH FIRST STREET SUITE 100  
SAN JOSE, CA 95131

## FEES AND TAXES

Mortgage

Mortgage Amount:

\$ 0.00

Taxable Mortgage Amount:

\$ 0.00

Fees/Taxes:

TAXES: County (Basic):

\$ 0.00

City (Additional):

\$ 0.00

Spec (Additional):

\$ 0.00

TASE:

\$ 0.00

MTA:

\$ 0.00

NYCTA:

\$ 0.00

Additional MRT:

\$ 0.00

TOTAL:

\$ 0.00

Recording Fee:

\$ 47.00

Affidavit Fee:

\$ 0.00

NYC Real Property Transfer Tax Filing Fee:

\$ 0.00

NYC Real Estate Transfer Tax:

\$ 0.00

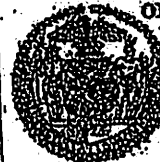
RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed: 06-06-2006 17:31

City Register File No. (CERN):

2006000315529



*Quentin M. Hill*  
City Register Official Signature

Printed: 03/2014



06/23/2012 SUMMONS &amp; VERIFIED COMPLAINT

Page 45 of 60

NEW YORK

## ASSIGNMENT OF MORTGAGE

COUNTY OF QUEENS  
 LOAN NO. 4000453928  
 POOL NO.  
 TOWN OF

KNOW THAT FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK OF INDIANA

located at 2150 NORTH FIRST STREET, SUITE 100, SAN JOSE, CA 95131  
 (ASSIGNOR), in consideration of TEN DOLLARS (\$10.00) paid by FIRST FRANKLIN  
FINANCIAL CORPORATION

hereby assigns unto the (ASSIGNEE) FIRST FRANKLIN FINANCIAL CORPORATION

located at 2150 NORTH FIRST STREET, SUITE 100, SAN JOSE, CA 95131  
 A certain Mortgage dated the 17th day of August 2005 made by SERENA MAY

to FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK OF INDIANA  
 in the principal sum of \$04,000.00

and recorded on the 15th day of September 2005  
 in Liber/Reel number \_\_\_\_\_ of Mortgage Page \_\_\_\_\_  
 Document Number 2005096500127083 Serial no. \_\_\_\_\_

in the office of QUEENS County New York more

particularly described hereinafter as follows:

AS DESCRIBED ON SAID MORTGAGE REFERRED TO HEREIN.  
 Section \_\_\_\_\_ Block 10187 Lot 14  
 PROPERTY ADDRESS: 167-38 109 ROAD JAMAICA, NY 11433

IN WITNESS WHEREOF

Loan No.

As previously recorded from

Doc#

to \_\_\_\_\_ in Liber/Reel \_\_\_\_\_ of Deed Page \_\_\_\_\_

on \_\_\_\_\_

Doc#

to \_\_\_\_\_ in Liber/Reel \_\_\_\_\_ of Deed Page \_\_\_\_\_

on \_\_\_\_\_

and from \_\_\_\_\_

to \_\_\_\_\_ in Liber/Reel \_\_\_\_\_ of Deed Page \_\_\_\_\_

on \_\_\_\_\_

PRINTED AND RECORDED AT THE OFFICE OF THE CLERK OF THE SUPREME COURT

J-PF8010105A1.8.129360  
 (NMRI.NY.PH)

Page 1 of 2

Printed 9/3/2014

06/23/2012 SUMMONS &amp; VERIFIED COMPLAINT

Page 46 of 60

Loan No. 4000453928  
 TOGETHER with the bond or note or obligation described in said mortgage  
 and the monies due and to grow due thereon with the interest; TO HAVE  
 AND TO HOLD the same unto the assignee and to the successors, legal  
 representatives and assigns of the assignee forever.  
 The word "assignor" or "assignee" shall be construed as if it read  
 "assignors" or "assignees" whenever the sense of this instrument so  
 requires. This assignment is not subject to the requirements of sec-  
 tion 275 of the Real Property Law because it is an assignment within the  
 secondary mortgage market.  
 IN WITNESS WHEREOF, the assignor has duly executed this assignment this  
 2nd day of DECEMBER 2005  
 but effective the \_\_\_\_\_ day of \_\_\_\_\_

FIRST BRANCH, A DIVISION OF NATIONAL CITY BANK OF INDIANA

BY [Signature]  
 ANGIE SCOTT  
 SECRETARY

BY [Signature]  
 M. L. MARCUM  
 VICE PRESIDENT

STATE OF IDAHO

COUNTY OF BONNEVILLE

On the 2nd day of DECEMBER 2005 before me, the undersi-  
 gned personally appeared M. L. MARCUM and  
ANGIE SCOTT, personally known to me or proved to me on  
 the basis of satisfactory evidence to be the individual(s) whose name(s)  
 is (are) subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their capacity(ies), that by  
 his/her/their signature(s) on the instrument, the individual(s) acted,  
 executed the instrument, and that such individual made such appearance  
 before the undersigned in the County of BONNEVILLE  
 State of IDAHO

CARLA TENNEYCK (COMMISSION EXP. 09-02-09)  
 NOTARY PUBLIC  
 BONNEVILLE

CARLA TENNEYCK  
 NOTARY PUBLIC  
 STATE OF IDAHO

PREPARED BY SECURITY  
 CONNECTIONS, INC.  
 WHEN RECORDED MAIL TO:  
 SECURITY CONNECTIONS  
 1935 INTERNATIONAL PKY  
 IDAHO FALLS, ID 83402  
 WITH ASSIGNED TRACKING

(NMRI.NY)

Page 2 of 2

C=S.361.0146  
 P=S.002.04170.41

J=PF8010105AI-B.129360

Printed 8/3/2014

ROBO

0523/2012 SUMMONS & VERIFIED COMPLAINT

Page 47 of 60

Schedule R - Assignment

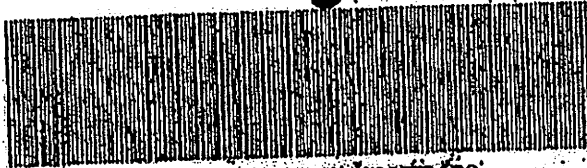
Printed: 9/3/2014

06/23/2012 SUMMONS &amp; VERIFIED COMPLAINT

Page 48 of 50

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2011120600937001002EDF89

## RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2011120600937001

Document Date: 11-14-2011

Preparation Date: 01-17-2012

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

## PRESENTER:

DOONAN, GRAVES & LONGORIA, LLC  
100 CUMMINGS CENTER, SUITE 225D  
ATTN: RACHAEL BERNARDINI  
BEVERLY, MA 01915  
978-921-2670  
rb@dganli.com

## RETURN TO:

DOONAN, GRAVES & LONGORIA, LLC  
100 CUMMINGS CENTER, SUITE 225D  
ATTN: RACHAEL BERNARDINI  
BEVERLY, MA 01915  
978-921-2670  
rb@dganli.com

## PROPERTY DATA

Borough: QUEENS Block Lot: 10187 14 Entire Lot: 167-38 109TH ROAD  
Property Type: DWELLING ONLY - 1 FAMILY

## CROSS REFERENCE DATA

CRFN: 2085000315329

x Additional Cross References on Continuation Page

## PARTIES

## ASSIGNOR/OLD LENDER:

FIRST FRANKLIN FINANCIAL CORPORATION  
1800 TAPO CANYON ROAD, MC CA6-914-01-59  
SIMI VALLEY, CA 93063

## ASSIGNEE/NEW LENDER:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE  
3815 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115

## FEES AND TAXES

Mortgage Amount:	\$	0.00	Filing Fee:	\$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$	0.00
Exemption:			NYS Real Estate Transfer Tax:	\$	0.00
TAXES: County (Base):	\$	0.00			
City (Additional):	\$	0.00			
Spec (Additional):	\$	0.00			
TASP:	\$	0.00			
MTA:	\$	0.00			
NYCEA:	\$	0.00			
Additional MKT:	\$	0.00			
TOTAL:	\$	0.00			
Recording Fee:	\$	47.00			
Affidavit Fee:	\$	0.00			

RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK


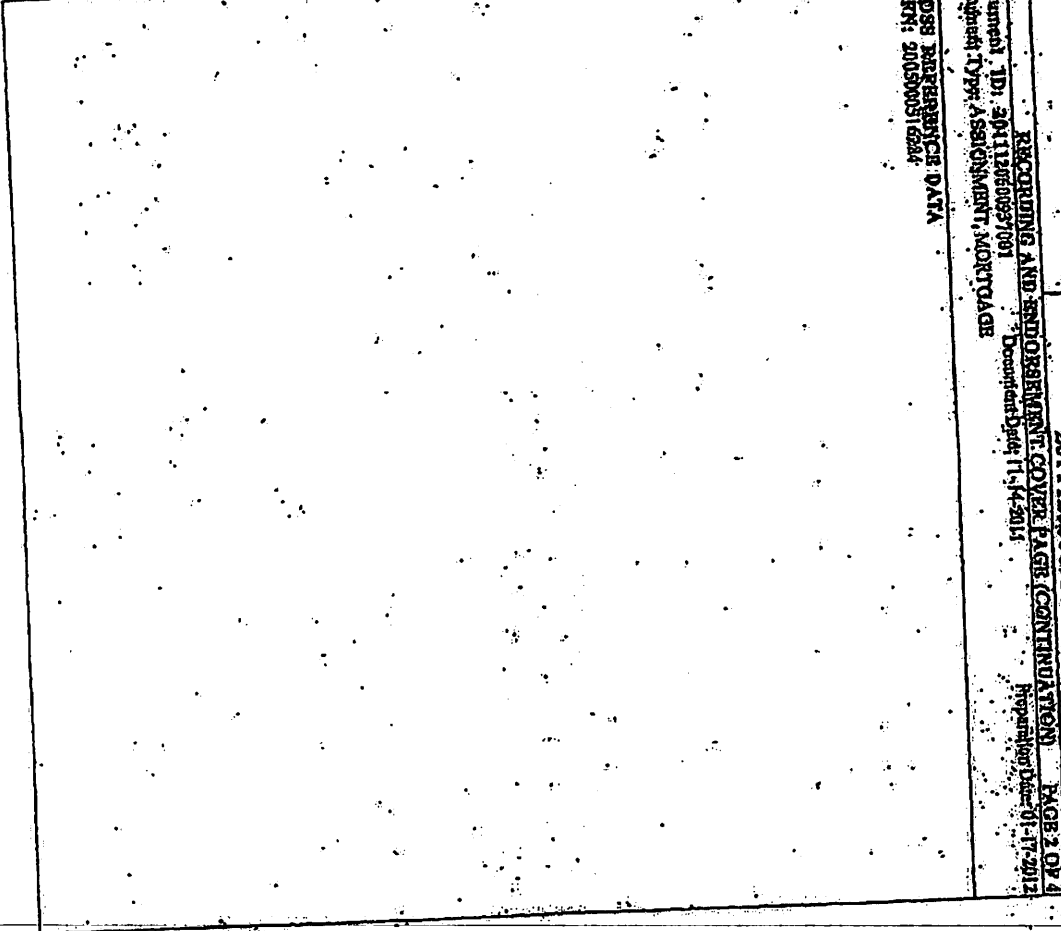
Recorded/Filed: 01-25-2012 15:05

City Register File No (CRFN):

2012000036443

City Register Official Signature

Filed: 8/3/2014

0623/2012 SUMMONS & VERIFIED COMPLAINT	
Page 49 of 60	
NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER	
	
201112060937001002CD309	
RECEIVING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4	
Document ID: 201112060937001 Document Date: 11-14-2011 Reporting Date: 01-17-2012	
Document Type: ASSIGNMENT, MORTGAGE	
CHGOS REFERENCE DATA	
CRN#: 200500616244	
	
Printed 5/2/2015	

## 0823/2012 SUMMONS &amp; VERIFIED COMPLAINT

Recording Requested By:  
RICHMOND MONROE GROUP  
When Recorded Return To:

RICHMOND MONROE GROUP  
PO BOX 488  
KAMBERLING CITY, MO 65810

## ASSIGNMENT OF MORTGAGE

Queens, New York REFERENCE #  
INVESTOR # 153  
Assignment Prepared on November 14th, 2011.  
Assigned FIRST FRANKLIN FINANCIAL CORPORATION at 1800 TAPCO CANYON RD, MO: 646-814-01-59, SIMI  
VALLEY, CA 93065  
Assigned U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN  
MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-PT-10, at CIO SELECT  
PORTFOLIO SERVICES, INC. 3515 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.  
Excluded the SURENAY, The FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN.  
Date of Mortgage 08/17/2008 Recorded: 091-52005 with CREF: 2008000510284 in Queens County,  
State of New York.  
Assigned Hereby by FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN. TO FIRST FRANKLIN FINANCIAL  
CORPORATION Date: 12/02/2008 Recorded: 08082008 with CREF: 2008000510285

District/Section/Block/Lot: QUEEN-10187-14

Property Address: 187-38 109 ROAD, JAMAICA, NY 11433

This Assignment is not subject to the requirements of Section 276 of the Real Property Law because it is an  
assignment under the secondary mortgage method.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100 DOLLARS and  
other good and valuable consideration, paid in the above named Assignment, the receipt and sufficiency of which is  
hereby acknowledged, the said Assignor hereby assigns unto the above named Assignee, the said Mortgage  
together with the balance of the principal and interest thereon, and the said Assignor hereby covenants and warrants  
to the said Assignee, together with all the rights and claims in and to the said property, and the said  
Assignor hereby grants and conveys unto the said Assignee, the said property, together with all the rights and claims  
in and to the said property, and the said Assignor hereby covenants and warrants to the said Assignee, together with all the  
rights and claims in and to the said property, and the said Assignor hereby covenants and warrants to the said Assignee,  
to HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever subject  
to the terms contained in said Mortgage. IN WITNESS WHEREOF, the assignor has executed these presents the  
day and year first above written.

FIRST FRANKLIN FINANCIAL CORPORATION  
On 11/2/11

By: [Signature]  
[Name] Vice President

STATE OF California  
COUNTY OF San Diego

On 11/2/11 before me, James R. Allen, a notary Public, personally appeared  
[Signature] who proved to me on the State of California to be the  
person named in the foregoing instrument and acknowledged to me that he/she/they  
performed the same in the presence of me, and that by his/her/their signature on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such  
instrument(s) were such appearing before the undersigned in the County of San Diego, State of  
California.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

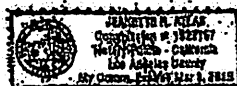
[Signature]  
Notary Public for California  
State of California

County of San Diego

(This area for notarial seal)

FILED

TEXT  
444



ROBO



05/23/2012 SUMMONS & VERIFIED COMPLAINT

Page 51 of 60

Title No. SKY-4972

SCHEDULE A

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Fourth Ward of the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Oxford Avenue (now called 109<sup>th</sup> Road) distant 140.50 feet westerly from the corner formed by the intersection of the southerly side of Oxford Avenue with the westerly side of Pleasant Avenue (now called 169<sup>th</sup> Place) as said Oxford Avenue and Pleasant Avenue (now called 169<sup>th</sup> Place) as said Oxford Avenue and Pleasant Avenue are laid down and shown upon certain map entitled "Map of Property in the Village of Jamaica, Queens County, belonging to Julius Schoenwald, surveyed January 1898 and filed in the Queens County Clerk's Office October 9, 1901;

RUNNING THENCE southerly, parallel with Pleasant Avenue, 100 feet;

THENCE westerly parallel with Oxford Avenue, 24 feet;

THENCE northerly again parallel with Pleasant Avenue, 100 feet to the southerly side of Oxford Avenue; and;

THENCE easterly along the southerly side of Oxford Avenue, 24 feet to the point or place of BEGINNING.

Printed: 8/3/2014



0623/2012 SUMMONS & VERIFIED COMPLAINT

Page 52 of 60

Schedule G - Demand

Printed 03/2014

0623/2012 SUMMONS &amp; VERIFIED COMPLAINT

Page 53 of 60

**SPS** SELECT  
Portfolio  
SERVICING, LLC

May 26, 2011

SERENA MAY  
167-38 109 RD  
JAMAICA NY 11433

RE: Loan Number:  
167-38 109 RD  
JAMAICA NY 11433

secured by n

Dear Customer:

**YOU COULD LOSE YOUR HOME. RLR  
NOTICE CARE**

As of May 26, 2011, your home is 328 days in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. You can cure this default by making the payment of \$25,487.23 dollars by 8/24/2011.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free or very low-cost counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. If you wish, you may also contact us directly at (800) 635-9698 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

LR072

Page 1 of 2

Printed 6/3/2014

U.S. Postal Service	
CERTIFIED MAIL - RECEIPT	
<small>(Postage and Fees Only. No Insurance Coverage Provided)</small>	
<small>The delivery address must be a valid and complete address.</small>	
<b>OFFICIAL USE</b>	
Postage \$	
Destination	
Business Reply (Check one)	
Registered Mail (Check one)	
Total Postage	
To: SERENA MAY	
167-38 109 RD	
JAMAICA NY 11433	
Return to:	
Postmark Here	

2/13/2019

Case 1:19-40378-nhl

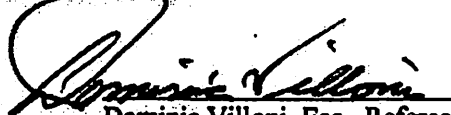
Doc 23-17

Filed 04/09/19

Entered 04/09/19 14:49:58

Untitled Document

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the date first above written.

  
Dominic Villoni, Esq., Referee

STATE OF NEW YORK

)

) ss.:

COUNTY OF NASSAU

)

On the 24 day of MAY, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Dominic Villoni, Esq., Referee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

REFEREE'S DEED IN FORECLOSURE

Dominic Villoni, Esq., Referee

To

U.S. Bank National Association, as trustee for the holders of the First Franklin Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2005-FF10

WAYNE ULRICH  
Notary Public, State of New York  
No. 9411880  
Qualified in Nassau County  
Commission Expires Sept. 30, 2018

**SEAL**

STATE OF NEW YORK  
COUNTY OF QUEENS

B: 10187  
L: 14

Record & Return  
WebTitle Agency  
755 Jefferson Road, Suite 300  
Rochester, NY 14623

## REFEREE'S DEED IN FORECLOSURE

This deed, made the 24 day of May, 2018

**BETWEEN** Dominic Villoni, Esq., having an address at 80 Brook Street, Garden City, NY 11530, the Referee appointed in the action hereinafter mentioned, as Grantor, and

U.S. Bank National Association, as trustee for the holders of the First Franklin Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2005-PF10, having an address at C/O Select Portfolio Servicing, Inc., 3217 S. Decker Lake Drive, Salt Lake City, Utah 84119, as Grantee:

Witnesseth, that the Grantor, the Referee appointed in an action between: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-PF10, as Plaintiff, versus, SERENA A. MAY A/K/A SERENA MAY, et al., as Defendants, which was commenced in the Supreme Court of the State of New York, County of Queens (Index No.: 10623/2012), to foreclose a mortgage dated August 17, 2005 and recorded September 15, 2005 in the Office of the Clerk for the County of Queens, CRFN 2005000516284, the mortgage was assigned by First Franklin a Division of Nat. City Bank of IN to First Franklin Financial Corporation on December 2, 2005 and recorded June 6, 2006 in the Office of the Clerk for the County of Queens, CRFN 2006000315529, the mortgage was further assigned by First Franklin Financial Corporation to U.S. Bank National Association, as trustee for the holders of the First Franklin Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2005-PF10, on November 14, 2011 and recorded January 26, 2012 in the Office of the Clerk for the County of Queens, CRFN 2012000036443, and pursuant to a Judgment of Foreclosure and Sale of the Hon. Pam Jackman Brown, J.S.C. dated December 15, 2017, of the Supreme Court of the State of New York, County of Queens, which was entered on January 2, 2018, and in consideration of \$378,090.00 paid by the Grantee, being the highest sum bid at the sale under said Judgment, does hereby grant and convey unto the Grantee, all the right, title and interest of the defendants in and to all of the property described on SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises, except no conveyance is made of the right, title and interest which party of the first part has in and to the land lying in the bed of any street or avenue, opened or proposed, in front of or adjoining said premises.

Said premises being known as and by the street address 167-38 109 Road, Jamaica, NY 11433 (Block: 10187, Lot: 14).

To have and to hold the premises granted unto the Grantee and assigns forever.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

**COURT**  
**Received**

[Print in black ink all areas in bold letters]

SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF NEW YORK Queens

Index Number

10623/2012

[fill in name(s)] Plaintiff(s)/Petitioner(s)  
U.S. BANK TRUSTEE FOR 2005 F/KC

- against -

SERENA MAY "Secured Party Creditor"  
 [fill in name(s)] Defendant(s)/Respondent(s).

AFFIDAVIT  
 IN OPPOSITION  
 of plaintiff(s)  
 motion for  
 Judgment of  
 Foreclosure and Sale

STATE OF NEW YORK  
 COUNTY OF Queens ss:

SERENA MAY (SCP) [your name], being duly sworn, deposes and  
 says:

1. I am the / a plaintiff / petitioner (defendant) / respondent [circle one] in this matter. I make  
 this affidavit in opposition to the motion or petition by [name of party] Kenneth Flickinger  
 for an order [describe what the other party asked for]  
SEAN ECKERT SEAMANS TRUSTEE FOR FIRST  
FRANKLIN MORTGAGE (CORP) TRST. FFIO 2005  
They ASKS FOR DEFULT JUDGMENT, JUDGMENT, &  
SALE, my home

2. I believe the Court should deny the motion or petition because [Explain why it should be  
 denied. If you wish to present Exhibits (documents), identify and explain each. Add more pages if  
 needed.]

The TRUSTEE REQUESTED a TRIAL, Requested by motion  
a Summary Judgment, Sale. When TRUSTEE LOST THE  
CASE DUE TO THE PLAINTIFF "LACK" OF EVIDENCE, Plaintiff  
Witness testified "He Had the ORIGINAL NOTE AND A COPY  
of the MORTGAGE NOTE." UCC 3-104 endorsement. NONE WAS  
SUBMITTED. UCC 3-202(2), UCC 3-203(3), 471021 212  
MORTGAGE AND NOTE. IS TO BE ATTACHED TOGETHER IN ORDER  
TO EFFECTUATE A VALID ASSIGNMENT OF THE  
ENTIRE INSTRUMENT.

Answer Motion - 1/2014

Continue

10623/2012 ORDER SIGNED SEQUENCE #3

Page 1 of 3

65

NEW YORK SUPREME COURT - COUNTY OF QUEENS

IAS PART 19

MEMORANDUM

Present: Hon. Pam Jackman Brown, JSC

Index No. 10623/2012

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE HOLDERS OF THE FIRST  
FRANKLIN MORTGAGE LOAN TRUST  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2005-FF10,

Plaintiff,

JUN 08 2017

FILED

Motion Date: 4/3/17

COUNTY CLERK  
QUEENS COUNTY

Cal. No. 166

-against-

Mot. Seq. No.: 5

SERENA A. MAY A/K/A SERENA MAY,  
ENVIRONMENTAL CONTROL BOARD,  
Defendants.

Recitation, as required by CPLR § 2219(a), of the following papers numbered 1 to 4 read on this motion by Plaintiff seeking an Order: (1) confirming the report of the court-appointed Referee Dominic A. Villoni, Esq.; (2) granting a judgment of foreclosure and sale pursuant to RPAPL § 1351; and (3) granting such other and further relief that the Court deems just and proper.

	PAPERS E-FILE NUMBERED	
	Papers	Exhibits
Notice of Motion - Exhibits and Affidavits Annexed	1-2	A-H
Affidavit of Service	3	
Affidavit in Opposition	4	A-C

Upon the papers listed above, this Notice of Motion is hereby decided in accordance with this Decision/Order.

This is an action to foreclose a mortgage against real property known as 137-38 109<sup>th</sup> Road, Jamaica, New York 11433, Block 10187, Lot 14 within the County of Queens. Plaintiff makes the herein motion seeking an Order: (1) confirming the report of



**THE MARGOLIN & WEINREB LAW GROUP, LLP**  
 ATTORNEYS AT LAW  
 165 Eileen Way  
 Syosset, New York 11791

Telephone: (516) 921-1838

FAX

(516) 921-1824

DATE: October 26, 2018

**TEN (10) DAY NOTICE TO QUIT WITH EXHIBITION OF DEED**

TO: SERENA A. MAY AKA SERENA MAY; , tenant(s), occupant(s), "Jane Doe" and "John Doe", being fictitious persons, intended to be any other occupants in the property located at the below noted premises:

A. TAKE NOTICE: That the property commonly known as 167-38 109 Road, Jamaica NY 11433. (the "Property") now occupied by you has been transferred to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; pursuant to a judgment of foreclosure and subsequent auction and sale to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; as successful bidder, that title has been duly perfected, and that a copy of the deed certified by the undersigned as a true and correct copy of the original REFEREE'S DEED is attached hereto and exhibited to you herewith. TAKE FURTHER NOTICE: That U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; is now the owner of the Property and in accordance with the judgment of foreclosure and sale, demand is hereby made that you and all other persons occupying the Property remove yourselves from the Property and surrender possession to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; , on or before TEN DAYS FROM THE DATE OF SERVICE HEREOF ; NOTICE OF FORECLOSURE & TENANT'S RIGHTS UNDER the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L.").

B. NOTICE IS FURTHER GIVEN THAT the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L.") grants certain rights and protections to any occupant of the Premises who is a tenant, as defined by the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L."). The rights and protections include the giving of a 90 day Notice to Quit. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; is informed and believes that no occupant of the Premises is a tenant as defined by the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L."). This Notice is given to provide any occupant the opportunity, prior to the commencement of the eviction action for possession, to provide evidence to show that the occupant is entitled to the protection of the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L.").

C. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; is now the owner of the Premises and demands that you, within ten (10) days after service of this Notice to Quit on you and all occupants EITHER produce acceptable evidence to the law firm listed below that the occupant is entitled to the protections of the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L.") OR you are required to quit and surrender possession of the Premises, to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; or its agents, Failure to supply the acceptable evidence or to quit within that time will result in an eviction proceeding being filed for possession of the Premises. THE EVICTION WILL BE FILED AFTER TEN (10) DAYS AFTER SERVICE OF THIS NOTICE TO QUIT UNLESS U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; OR ITS ATTORNEYS AGREE IN WRITING NOT TO COMMENCE THE EVICTION. Thus, all occupants are required within ten (10) days after service upon you of this Notice to



Quit EITHER to produce acceptable evidence to this law firm that the occupant is entitled to the protections of the PTFA and/or Section 1305 of the New York Real Property Actions and Proceedings Law ("R.P.A.P.L.") OR to quit and surrender possession of the Premises to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; through its below-named attorneys, who can be reached at the noted phone number from 9:00 a.m. to 5:00 p.m. on all business days.

D. Failure to supply the acceptable evidence or to quit within that time will result in an eviction proceeding for possession of the Premises being filed. Please below for instructions on how to supply this evidence.

E. PLEASE ALSO NOTE THAT YOU MAY ALSO HAVE RIGHTS UNDER 12 U.S.C. 5220 (PROTECTING TENANTS IN FORECLOSURE ACT "PTFA"). ANY REFERENCE IN THIS NOTICE TO ANY RIGHTS THAT YOU MAY HAVE UNDER RPAPL 1305 SHALL BE DEEMED TO INCLUDE RIGHTS UNDER THE PTFA, IF APPLICABLE.

F. THE EVICTION WILL BE FILED AFTER TEN (10) DAYS AFTER SERVICE OF THIS NOTICE TO QUIT UNLESS U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10; OR THIS FIRM AGREES IN WRITING NOT TO COMMENCE THE EVICTION.

G. IMPORTANT NOTICE FOR SERVICE MEMBERS AND THEIR DEPENDENTS: If you are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Service members Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You also may be eligible for benefits and protections under state law. SCRA and state military benefits and protections also may be available if you are the dependent of an eligible service member. Eligible service may include: • Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard; • Active service with the National Guard Active service as a commissioned officer of the National Oceanic and Atmospheric Administration; • Active service as a commissioned officer of the Public Health Service; • Service with the forces of a nation with which the United States is allied in a war or military action; • Service with the National Guard or a state militia under a state call to duty; or Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause. If you feel you qualify for SCRA protection you must provide full name and social security number. For more information on proofs of SCRA, please call THE MARGOLIN & WEINREB LAW GROUP, LLP, 516-921-3838 Monday-Friday 9:00 – 5:00 EST

Very truly yours: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF10;

By:   
Title: Doc. Control Officer

**Derrick Miles**

Print Name

**IF YOU ARE A DEBTOR, FEDERAL LAW REQUIRES THAT WE ADVISE YOU THIS COMMUNICATION IS MADE IN AN ATTEMPT TO COLLECT ON A DEBT OR JUDGMENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

The undersigned, an attorney licensed to practice law in the State of NY certifies pursuant to CPLR 2105 that I have compared the deed to which this certification is attached to the original deed referred to in the within 10 Day Notice to Quit and have found same to be a true and complete copy. Dated: October 26, 2018 JENNIFER BERNSTEIN, ESQ. LANCE MARGOLIN, ESQ.

TO: SERENA A. MAY AKA SERENA MAY; . and "JOHN DOE(S)", "JANE DOE(S)" occupying the premises known as and by 167-38 109 Road, Jamaica NY 11433: The annexed (10 day notice) has been served and you have until 11/21/18 to vacate the property that date being 10 days after service of this notice.

**BANKRUPTCY NOTICE:** To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this letter is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Creditor retains rights under its security instrument, including the right to foreclose its lien. Any negotiations or arrangements entered into do not constitute a waiver of your discharge, an attempt to collect against you personally or an attempt to revive your personal liability for the debt.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY QUEENS

MARSHAL'S DOCKET NO.

256710

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR  
THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE  
LOAN TRUST, MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2005-FF10**

Petitioner  
Landlord

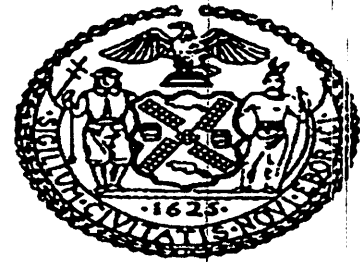
against

Respondent  
Tenant

**MS. MAY (FIRST NAME REFUSED)  
167-38 109TH RD  
JAMAICA, NY 11433**

"John and Jane Doe"

Respondent  
Undertenant



**City Marshal**

**EDWARD F. GUIDA JR. #14  
47-26 104TH STREET  
CORONA, NY 11368  
(718) 779-2134**

*Name of Tenant and/or undertenant being fictitious and unknown, person intended,  
occupying apartment set forth below.*

**IMPORTANT - PLEASE BE ADVISED YOUR EVICTION MAY TAKE PLACE ON  
UNLESS STAYED PER COURT ORDER.**

**IMPORTANTE - USTED PUEDE SER DESALOJADO, EN FECHA  
A MENOS QUE POSEA UNA ORDEN DE LA CORTE.**

**11/14/2019**

**OR THEREAFTER,**

**O DESPUES,**

## NOTICE OF EVICTION

Alternative Service / Mailing

To the above named tenants and undertenants:

Please take notice that the Court has issued a warrant for your eviction.  
If you fail to vacate the described premises, **YOU MAY BE EVICTED,  
WITHOUT FURTHER NOTICE, ON THE SIXTH BUSINESS DAY  
AFTER THE DATE OF THIS NOTICE** or any business day thereafter.  
"Business days" are Monday through Friday except legal holidays.

**The ONLY way you can stop this eviction is if a Court issues an  
order to show cause that stays your eviction. You may apply for  
such an order at the civil court, Landlord - Tenant part, in your  
borough.**

If a Court stay of your eviction is in effect, you will be evicted only if the  
stay ends or is vacated by the Court. If the Court has already ordered that  
you may be evicted if you fail to make payment or comply with the Court's  
order by certain date, your failure to pay or comply with the Court's order  
by that date may result in your eviction without further notice.

If you are dependent upon a person in the military service of the United  
States, advise the clerk of the Court immediately in order to protect your  
rights.

If you need legal assistance, the Legal Aid Society may be able to assist  
you (check telephone listing in your borough). A senior citizen who needs  
legal assistance may contact the New York City Department for the Aging,  
2 Lafayette Street, New York, New York 10007, (212) 442-1000.

If you receive public assistance, notify your caseworker immediately. The  
Human Resources Administration may be able to help you with back  
payments whether or not you receive public assistance.

Call **(877) 472-8411** for information.

**DATE OF NOTICE**

**FECHADA**

**11/04/2019**

## NOTIFICACION DE DESALOJO

Notificación Alternativa / Postal

A los susodichos inquilinos y sub-inquilinos:

Tenga a bien notar que la Corte ha emitido una orden de desahucio en  
contra de usted. Si no desaloja al local descrito, **USTED PUEDE SER  
DESALOJADO, SIN NOTIFICACION ADICIONAL, EL SEXTO DIA  
HABIL A PARTIR DE LA FECHA DE ESTA NOTIFICACION** o en  
cualquier día hábil de ahí en adelante. Los "días hábiles" son Lunes a  
Viernes, excepto los días de fiesta legales.

**Usted puede detener este desalojo SOLAMENTE si una corte  
emite una orden judicial instruyéndole a usted a mostrar  
motivos justificantes para suspender su desalojo. Usted puede  
solicitar esa orden (Order to Show Cause) en la Corte Civil,  
Sección del Propietario-Inquilino (Civil Court, Landlord-Tenant  
part) en su condado.**

Si una suspensión de su desalojo por orden de la Corte está en efecto,  
usted será desalojado solo si la suspensión caduca o la Corte la anula. Si  
la Corte ha ordenado ya que usted puede ser desalojado si no cumple con  
hacer un pago o con la orden de la Corte a partir de una fecha de  
vencimiento, su incumplimiento con el pago o con la orden de la Corte al  
llegar esa fecha puede resultar en su desalojo sin notificación adicional.

Si usted depende de una persona que pertenece al Servicio Militar de los  
Estados Unidos, notifíquesele inmediatamente al Secretario de la Corte  
(Court Clerk) para así proteger sus derechos legales.

Si usted necesita ayuda legal, la Sociedad de Ayuda Legal (Legal Aid Society)  
tal vez puede ayudarlo (consulte la guía telefónica de su condado). Una  
persona de edad avanzada que necesita ayuda legal puede comunicarse  
con el Departamento para Personas Mayores de la Ciudad de New York,  
2 Lafayette Street, New York, New York 10007, (212) 422-1000.

Si usted recibe asistencia pública, notifíquelo a su trabajador social  
(caseworker) inmediatamente. La administración de Recursos Humanos  
tal vez puede ayudarlo con los pagos atrasados, reciba usted o no  
asistencia pública. Llamé al **(877) 472-8411** para información.

<sup>1</sup> Formerly known as "72-hour notice." Additional time has been allowed for mailing.  
Anteriormente conocido como "Aviso de Desahucio de 72 Horas." Se ha concedido tiempo adicional para enviar por correo.  
<sup>2</sup> The date this notice shall be on or after the date the notice is mailed to the respondent.  
La fecha de esta notificación se fijará el día en que se le envía al apelado o después de ese día.

Hearing Date: FEBRUARY 13, 2020  
Time: 11:30AM

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

SERENA ANTOINETTE MAY,

Case No.: 19-46761-NHL  
Chapter 13

Debtor(s).

-----X

**NOTICE OF MOTION FOR AN ORDER  
TERMINATING THE AUTOMATIC STAY UNDER BANKRUPTCY  
CODE §362(d)(2) AND GRANTING *IN REM* RELIEF UNDER 11 U.S.C. §362(d)(4)**

PLEASE TAKE NOTICE, that upon the Application of Alan Smikun, Esq., an Associate of The Margolin & Weinreb Law Group, LLP., attorneys for of US Bank National Association, as trustee for the holders of the first franklin mortgage loan trust, mortgage pass-through certificates, series 2005-FF10 (the "Movant" or "Secured Creditor"), a Secured Creditor herein, a motion will be made to this Court before the Honorable Nancy Hershey Lord, at his chambers located at U.S. Bankruptcy Court, Eastern District of New York, Conrad B. Duberstein Courthouse, 271-C Cadman Plaza East - Suite 1595, Brooklyn, NY 11201-1800 on **FEBRUARY 13, 2020 AT 11:30AM** or as soon thereafter as counsel can be heard for entry of an Order to obtain *in rem* relief as to the real property commonly known 167-38 109<sup>th</sup> Road, Jamaica, NY 11433 such that any and all future filings by the Debtor, Serena Antoinette May (the "Debtor"), or any other person or entity with an interest in the property shall not operate as an automatic stay against the Movant and its successors and/or assigns; to terminate the automatic stay pursuant to 11 U.S.C. § 362(d)(4)(B) as to movant's interest in real property, to dismiss the Debtor's Chapter 13 case, to bar the Debtor from filing any bankruptcy petition in any jurisdiction for a period of two (2) years

following the entry of the Order, together with such other and further relief as the Court deems just and equitable.

**PLEASE TAKE FURTHER NOTICE**, that answering and opposing papers, if any, must be served upon the Court and the undersigned no later than seven (7) days before the return date of this Motion.

Dated: Syosset, New York  
December 17, 2019

**The Margolin & Weinreb Law Group, LLP**

By: /s/ Alan Smikun  
Alan Smikun, Esq.  
Attorneys for Movant  
165 Eileen Way, Suite 101  
Syosset, New York 11791  
(516) 921-3838 ext. 305  
alansm@nyfclaw.com

To:

***Debtor/ Pro Se***  
Serena Antoinette May  
167 38 109<sup>th</sup> Road  
Jamaica, NY 11433

***Trustee***  
Marianne DeRosa  
Office of the Chapter 13 Trustee  
100 Jericho Quadrangle – Ste 127  
Jericho, NY 11753

***U.S. Trustee***  
United States Trustee  
Eastern District of NY (Brooklyn Office)  
U.S. Federal Office Building  
201 Varick Street – Suite 1006  
New York, NY 10014

**SUPREME COURT OF THE STATE OF NEW YORK  
APPELLATE DIVISION – SECOND DEPARTMENT**

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE HOLDERS OF THE FIRST  
FRANKLIN MORTGAGE LOAN TRUST  
MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2005-FF10,

Plaintiff-Respondent,

-against-

SERENA A. MAY A/K/A SERENA MAY,

Defendant-Appellant,

-and-

ENVIRONMENTAL CONTROL BOARD,

Defendant.

Docket No.: 2019-07124

Queens County

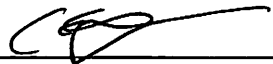
Index No.: 10623/2012

**NOTICE OF ENTRY**

**PLEASE TAKE NOTICE** that annexed hereto for service upon you is a copy of the Decision & Order on Motion of the Supreme Court of the State of New York, Appellate Division, Second Department dated, filed, and entered on August 26, 2019.

Dated: New York, New York  
October 30, 2019

**PARKER IBRAHIM & BERG LLP**  
*Attorneys for Plaintiff-Respondent,*  
U.S. Bank National Association, as Trustee  
for the Holders of the First Franklin  
Mortgage Loan Trust Mortgage Pass-  
Through Certificates, Series 2005-FF10



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Christopher P. Spina, Esq.  
5 Penn Plaza, Suite 2371  
New York, New York 10001  
Phone: (212) 596-7037  
Fax: (212) 596-7036  
E-mail: christopher.spina@piblaw.com

*Please reply to Somerset office*

270 Davidson Avenue, 5<sup>th</sup> Floor  
Somerset, New Jersey 08873  
Phone: (908) 725-9700

To: Serena A. May a/k/a Serena May  
167-38 109<sup>th</sup> Road  
Jamaica, New York 11433  
*Defendant-Appellant*

Serena A. May a/k/a Serena May  
233 Canfield Terrace  
Frederick, Maryland 21702  
*Defendant-Appellant*

**Supreme Court of the State of New York  
Appellate Division: Second Judicial Department**

M265421  
E/sl

RUTH C. BALKIN, J.P.  
JOHN M. LEVENTHAL  
ROBERT J. MILLER  
LINDA CHRISTOPHER, JJ.

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2019-07124

DECISION & ORDER ON MOTION

U.S. Bank National Association, etc., respondent,  
v Serena A. May, appellant, et al., defendant.

(Index No. 10623/12)

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Motion by the appellant to stay her eviction from the subject premises, pending hearing and determination of an appeal from an order of the Supreme Court, Queens County, entered December 18, 2018, to waive the filing fees, and for leave to prosecute the appeal on the original papers.

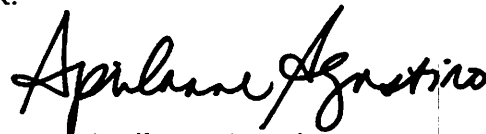
Upon the papers filed in support of the motion and the papers filed in opposition thereto, it is

ORDERED that on the Court's own motion, the appeal is dismissed, without costs or disbursements, on the ground that no appeal lies from an order entered upon the default of the appealing party (*see* CPLR 5511); and it is further,

ORDERED that the motion is denied as academic.

BALKIN, J.P., LEVENTHAL, MILLER and CHRISTOPHER, JJ., concur.

ENTER:

  
Aprilanne Agostino  
Clerk of the Court

August 26, 2019

U.S. BANK NATIONAL ASSOCIATION v MAY



SUPREME COURT OF THE STATE OF NEW YORK  
APPELLATE DIVISION – SECOND DEPARTMENT

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE HOLDERS OF THE FIRST  
FRANKLIN MORTGAGE LOAN TRUST  
MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2005-FF10,

Plaintiff-Respondent,

-against-

SERENA A. MAY A/K/A SERENA MAY,

Defendant-Appellant,

-and-

ENVIRONMENTAL CONTROL BOARD,

Defendant.

Docket No.: 2019-07124

Queens County

Index No.: 10623/2012

**AFFIRMATION OF SERVICE**

I, Christopher P. Spina, Esq., hereby affirm under penalty of perjury as follows:

1. I am an attorney-at-law admitted to practice in the State of New York and an associate with the law firm of Parker Ibrahim & Berg LLP, attorneys for Plaintiff-Respondent U.S. Bank National Association, as Trustee for the Holders of the First Franklin Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2005-FF10.

2. On October 30, 2019, I caused to be served the foregoing Notice of Entry with its attached Decision & Order on Motion and this Affirmation of Service as follows:

**VIA FEDEX and FIRST CLASS MAIL**


Serena A. May a/k/a Serena May  
167-38 109<sup>th</sup> Road  
Jamaica, New York 11433

Serena A. May a/k/a Serena May  
233 Canfield Terrace  
Frederick, Maryland 21702

3. I hereby affirm that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

Dated: New York, New York  
October 30, 2019

**PARKER IBRAHIM & BERG LLP**  
*Attorneys for Plaintiff-Respondent,*  
U.S. Bank National Association, as Trustee  
for the Holders of the First Franklin  
Mortgage Loan Trust Mortgage Pass-  
Through Certificates, Series 2005-FF10



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Christopher P. Spina, Esq.  
5 Penn Plaza, Suite 2371  
New York, New York 10001  
Phone: (212) 596-7037  
Fax: (212) 596-7036  
E-mail: christopher.spina@piblaw.com

*Please reply to Somerset office*

270 Davidson Avenue, 5<sup>th</sup> Floor  
Somerset, New Jersey 08873  
Phone: (908) 725-9700